

<i>SERFF Tracking Number:</i>	<i>ERCB-125778242</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Westport Insurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>9-GL-AR-08-03878-1-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability Form Filing - 08-03878</i>		
<i>Project Name/Number:</i>	<i>General LiabilityForm Filing - 08-03878/9-GL-AR-08-03878-1-F</i>		

Filing at a Glance

Companies: Westport Insurance Corporation, North American Specialty Insurance Company, North American Elite Insurance Company

Product Name: General Liability Form Filing - SERFF Tr Num: ERCB-125778242 State: Arkansas 08-03878

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50 Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 9-GL-AR-08-03878-1-F State Status: Fees verified and received

Filing Type: Rate/Rule Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Linda Snook Disposition Date: 10/07/2008

Date Submitted: 09/26/2008 Disposition Status: Approved

Effective Date Requested (New): 11/01/2008 Effective Date (New):

Effective Date Requested (Renewal): 11/01/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: General LiabilityForm Filing - 08-03878	Status of Filing in Domicile:
Project Number: 9-GL-AR-08-03878-1-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/07/2008	
State Status Changed: 10/07/2008	Deemer Date:
Corresponding Filing Tracking Number: n/a	
Filing Description:	
The purpose of this filing is to submit forms for our new Country Inns, Bed & Breakfast, and Cabin Resort Program for Westport Insurance Corporation, North American Specialty Insurance Company and North American Elite Insurance Company.	

Two new forms are being filed for these special hotel classes. There is no charge associated with these forms. The first

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form, SP 3 297 0508, is a Personal Liability form and is available for the owners of the entities, who also make the buildings their permanent residence. Since the owners have property coverage through our commercial package, they may not have access to the Personal Liability coverage that is a component of the Homeowners. This coverage is offered to fill that gap. No one is eligible if they already have a Personal Liability coverage in place through another source.

The second new form, SP 4 333 0508, clarifies the intent for these entities when there are no liquor receipts but alcohol is provided to guests as a part of special room package, or social events for guests. The form is not used for any entity that has receipts specifically attributable to the sale of alcoholic beverages.

We are also submitting for approval athree revised forms for our generic General Liability program. The only change made to form SP 3 995 1207 from the previous version is that “Businessowners Liability Coverage Form” is changed to simply read “Businessowners Coverage Form”. Forms SP 1 917 and SP 1 918 have been revised to state that the Coverages are “...excess over any other valid and collectible primary insurance available to the insured...”. The addition of the word “primary” is consistent with ISO’s language in the “Other Insurance Condition” of the CGL and consistent with our intent on the coverage extension. “Primary” was not included on the earlier version of these forms.

Company and Contact

Filing Contact Information

Linda Snook, P&RS Specialist	linda_snook@swissre.com
5200 Metcalf	(800) 255-6931 [Phone]
Overland Park, KS 66201	(913) 676-6226[FAX]

Filing Company Information

Westport Insurance Corporation	CoCode: 39845	State of Domicile: Missouri
5200 Metcalf	Group Code: 181	Company Type:
Overland Park, KS 66201	Group Name: Swiss Re	State ID Number:
(800) 255-6931 ext. [Phone]	FEIN Number: 48-0921045	

North American Specialty Insurance Company	CoCode: 29874	State of Domicile: New Hampshire
5200 Metcalf	Group Code: 181	Company Type:
Overland Park, KS 66201	Group Name: Swiss Re	State ID Number:

SERFF Tracking Number: ERCB-125778242 State: Arkansas
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(800) 255-6931 ext. [Phone]	FEIN Number: 02-0311919	

North American Elite Insurance Company	CoCode: 29700	State of Domicile: New Hampshire
5200 Metcalf	Group Code: 181	Company Type:
Overland Park, KS 66201	Group Name: Swiss Re	State ID Number:
(800) 255-6931 ext. [Phone]	FEIN Number: 13-3440360	

SERFF Tracking Number: ERCB-125778242 State: Arkansas

First Filing Company: Westport Insurance Corporation, ... State Tracking Number: EFT \$50

Company Tracking Number: 9-GL-AR-08-03878-1-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability Form Filing - 08-03878

Project Name/Number: General LiabilityForm Filing - 08-03878/9-GL-AR-08-03878-1-F

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 per filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Westport Insurance Corporation	\$50.00	09/26/2008	22751970
North American Specialty Insurance Company	\$0.00	09/26/2008	
North American Elite Insurance Company	\$0.00	09/26/2008	

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TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/07/2008	10/07/2008

SERFF Tracking Number:	ERCB-125778242	State:	Arkansas
First Filing Company:	Westport Insurance Corporation, ...	State Tracking Number:	EFT \$50
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TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
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Disposition

Disposition Date: 10/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Company Tracking Number: 9-GL-AR-08-03878-1-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

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Project Name/Number: General LiabilityForm Filing - 08-03878/9-GL-AR-08-03878-1-F

Item Type	Item Name	Item Status	Public Access
Form	GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT	Approved	Yes
Form	CONTRACTORS EXTRA COVERAGE ENDORSEMENT	Approved	Yes
Form	ABSOLUTE ASBESTOS EXCLUSION	Approved	Yes
Form	INNKEEPERS PERSONAL LIABILITY ENDORSEMENT	Approved	Yes
Form	LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SERVICE TO GUESTS ENDORSEMENT	Approved	Yes

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Project Name/Number: General Liability Form Filing - 08-03878/9-GL-AR-08-03878-1-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT	SP 1 917	1207	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SP 1 917 0607 Previous Filing #:		SP 1 917 1207.pdf
Approved	CONTRACTORS EXTRA COVERAGE ENDORSEMENT	SP 1 918	1207	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SP 1 918 0607 Previous Filing #:		SP 1 918 1207.pdf
Approved	ABSOLUTE ASBESTOS EXCLUSION	SP 3 995	1207	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SP 3 995 0607 Previous Filing #:		SP 3 995 1207.pdf
Approved	INNKEEPERS PERSONAL LIABILITY ENDORSEMENT	SP 3 297	0508	Endorsement/Amendment/Conditions		0.00	SP 3 297 0508.pdf
Approved	LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SERVICE TO GUESTS ENDORSEMENT	SP 4 333	0808	Endorsement/Amendment/Conditions		0.00	SP 4 333 0808.pdf

[Insert Company Name Here]

GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following changes are made to the Commercial General Liability Coverage Form:

I. FIRE, SMOKE, LIGHTNING OR EXPLOSION DAMAGE TO RENTED PREMISES

- A.** Subject to the Damage To Premises Rented To You Limit shown in the Declarations, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" resulting from fire, smoke, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner.
- B.** The word 'fire' is replaced by the words 'fire, smoke, lightning or explosion' in:
 - 1. The final paragraph of **SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions;**
 - 2. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.;
 - 3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS;** Paragraph 4., **Other Insurance**, b. **Excess Insurance**, (1), (b); and
 - 4. **SECTION V – DEFINITIONS**, paragraph 9., the definition of "insured contract".

II. NON-OWNED WATERCRAFT

In **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft**, paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry persons or property for a charge.

III. PREMISES SOLD OR ABANDONED BY YOU

In **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j., Damage to Property**, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

The following is added to the end of paragraph j.:

The exception to this exclusion set forth in paragraph (2) above is limited in that coverage provided by this policy for "property damage" arising out of premises you sell, give away or abandon is excess over any other valid and collectible primary insurance available to the insured, including any deductible applicable to the other insurance.

IV. PROPERTY DAMAGE TO BORROWED EQUIPMENT

The following is changed in **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j., Damage to Property**, paragraphs (3) and (4) are changed to state as follows:

- (3) Property loaned to you, except to the extent described below, "property damage" to equipment you have borrowed, but only while the equipment is not in use on a job site.
- (4) Personal property in the care, custody or control of the insured, except to the extent described below, "property damage" to equipment you have borrowed, but only while the equipment is not in use on a job site.

The following is added to the end of paragraph j.:

The exceptions to this exclusion set forth in paragraphs (3) and (4) above are limited in that coverage provided by this policy for "property damage" arising out of property loaned to you or personal property in the care, custody or control of the insured is excess over any other valid and collectible primary insurance available to the insured, including any deductible applicable to the other insurance.

V. PROPERTY DAMAGE LIABILITY – SIDETRACK AGREEMENTS

A. In **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph k., Damage to your Product** is changed as follows:

"Property damage" to "your product" arising out of it or any part of it, but this exclusion does not apply to liability assumed under a sidetrack agreement.

B. The coverage provided under the **Property Damage Liability – Sidetrack Agreements** extension in Section V.A. of this endorsement is excess over any other valid and collectible primary insurance available to the insured, including any deductible applicable to the other insurance.

VI. MEDICAL PAYMENTS

A. Reporting

COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement, Paragraph **a.** is changed as follows:

The second subparagraph **(2)** is replaced by the following:

- (2)** The expenses are incurred and reported to us within three years of the date of the accident.

B. Limit

The following is added to paragraph **7** of **SECTION III – LIMITS OF INSURANCE**

The Medical Expense Limit is \$10,000, unless:

- a.** A higher Limit is shown in the Declarations; or
- b.** Medical Payments Coverage is excluded under this policy.

VII. INCREASED SUPPLEMENTARY PAYMENTS

The following is changed in **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

A. Paragraph 1.b. is replaced by the following:

Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

VIII. DAMAGE TO PREMISES RENTED TO YOU LIMIT

The following is added to paragraph **6** of **SECTION III – LIMITS OF INSURANCE:**

The Damage To Premises Rented To You Limit is \$300,000, unless:

- a.** A higher Limit is shown in the Declarations; or
- b.** Coverage for Damage To Premises Rented To You is excluded under this policy.

IX. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason other than nonpayment of premium, the minimum number of days required for notice of cancellation, as provided in either **A. CANCELLATION** of the **COMMON POLICY CONDITIONS** or as amended by any applicable state cancellation endorsement, is increased to 60 days. But if the state cancellation endorsement provides for more than 60 days notice of cancellation, this provision does not apply.

X. EARLIER NOTICE OF NONRENEWAL

If we decide not to renew this Coverage Part for any reason other than nonpayment of premium, the minimum number of days for notice of nonrenewal in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **9. When We Do Not Renew** condition, or as amended by any applicable state cancellation and nonrenewal endorsement, is increased to 60 days. But if the state cancellation and nonrenewal endorsement provides for more than 60 days notice of nonrenewal, this Condition does not apply.

XI. BROADENED KNOWLEDGE AND NOTICE OF OCCURRENCE

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**:

- e. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:
 - (1) Any insured listed under Paragraph 1. of Section II - Who Is an Insured; or
 - (2) An "employee" authorized by you to give or receive notice of an "occurrence", offense or claim.
- f. If because you reasonably believe that there is no coverage under this policy, you do not report an "occurrence" or offense which later results in a claim to which this insurance applies, you will not be considered to have failed to promptly report claims to us. However, as soon as you become aware that the "occurrence" or offense may involve this policy, you must notify us as required by this Condition.

XII. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **6., Representations**:

This policy covers liability based upon the representations you made to us. However, It is agreed that unintentional errors or unintentional omissions by the Insured in disclosing information for applications, declarations, schedules, or other documents shall not be raised as a defense with respect to the coverage provided by this policy as long as all reasonable efforts were used to disclose all hazards and to accurately disclose all pertinent information.

You must report to us any error or omission in the information you have given us as soon as practicable after the error is discovered. We have the right to collect any additional premium due based upon the corrected information.

XIII. EXPANDED BODILY INJURY

Paragraph 3.; definition for "Bodily Injury" of **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including disability, shock, mental anguish, mental injury or death resulting from any of these at any time.

XIV. MOBILE EQUIPMENT REDEFINED

Paragraph 12., definition for "Mobile Equipment," sub-paragraph f.(1); is replaced by the following:

(1) Equipment weighing more than 1000 pound gross vehicle weight and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

XV. NEWLY ACQUIRED OR FORMED ENTITIES

Subsection 3.a. of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

XVI. AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single location:
 - 1. A separate Location General Aggregate Limit applies to each of your "locations" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the applicable Location General Aggregate Limit for that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other location.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
 5. Notwithstanding the application of the Location General Aggregate, the most we will pay for the sum of all losses under Section A of this provision is three times the General Aggregate Limit shown on the declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single "location":
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this provision shall continue to apply as stipulated.

XVII. ADDITIONAL INSURED

A. Additional Insured - Vendors

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor), whom you are required by a written contract or agreement to name as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container, entering into, accompanying or containing such products.

B. Additional Insured – Managers or Lessors of Premises

SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises, whom you are required by a written lease or agreement to name as an additional insured on your policy but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule of Locations and subject to the following additional exclusions:
This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule of Locations.

C. Additional Insured – By Contract or Agreement

1. **SECTION II – WHO IS AN INSURED**, is amended to include as an additional insured any person or organization, other than managers or lessors of premises or vendors, whom you are required to add as an additional insured to this policy by a written contract or written agreement that is:
 - a. currently in effect or becoming effective during the term of this policy; and
 - b. executed prior to the “occurrence” causing the “bodily injury,” “property damage,” or “personal and advertising injury” for which claim is made against the additional insured.
2. This insurance provided to the additional insured by this endorsement applies as follows:
 - a. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) premises you own, rent, lease, or occupy, or
 - (2) your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4., **Other Insurance**, is amended as follows:

The following is added to subparagraph **b, Excess Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

4. Exclusions:

With respect to the insurance afforded these additional insureds by this endorsement, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
- b. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

[Insert Company Name Here]

CONTRACTORS EXTRA COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following changes are made to the Commercial General Liability Coverage Form:

I. FIRE, SMOKE, LIGHTNING OR EXPLOSION DAMAGE TO RENTED PREMISES

- A.** Subject to the Damage To Premises Rented To You Limit shown in the Declarations, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" resulting from fire, smoke, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner.
- B.** The word 'fire' is replaced by the words 'fire, smoke, lightning or explosion' in:
 - 1.** The final paragraph of **SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions;**
 - 2. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;**
 - 3. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; Paragraph 4., Other Insurance, b. Excess Insurance, (1), (b); and**
 - 4. SECTION V –DEFINITIONS, paragraph 9., the definition of "insured contract".**

II. NON-OWNED WATERCRAFT

In **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft,** paragraph (2) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 60 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

III. EXTENDED PROPERTY DAMAGE

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j., Damage To Property is changed as follows:

Paragraphs (2), (3) and (4) are replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.
- (3) Property loaned to you, except to the extent described below, "property damage" to property while on premises you own or rent for the purpose of having work performed on it by you or on your behalf; or
- (4) Personal property in the care, custody or control of the insured, except to the extent described below, "property damage" to borrowed, leased or rented equipment, but only while the equipment is at a job site and not being used to perform operations.

The following is added to the end of paragraph j.:

The exceptions to this exclusion set forth in paragraphs (3) and (4) above are limited as follows:

The most we will pay under paragraphs (3) and (4), above for all "property damage" arising out of all "occurrences" is \$25,000. Our obligation to pay for such "property damage" applies only to the amount of "property damage" in excess of a \$250 deductible. The deductible applies to all "property damage" in any one "occurrence", regardless of the number of owners of such property.

IV. PROPERTY DAMAGE LIABILITY – SIDETRACK AGREEMENTS

A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, k., Damage To Your Product, is changed to state as follows:

"Property damage" to "your product" arising out of it or any part of it, but this exclusion does not apply to liability assumed under a sidetrack agreement.

- B.** The coverage provided under the **Property Damage Liability – Sidetrack Agreements** extension in Section **IV.A.** of this endorsement is excess over any other valid and collectible primary insurance available to the insured, including any deductible applicable to the other insurance.

V. MEDICAL PAYMENTS

A. Reporting

COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement, Paragraph **a.** is changed as follows:

The second subparagraph (2) is replaced by the following:

- (2) The expenses are incurred and reported to us within three years of the date of the accident.

B. Limit

The following is added to paragraph 7 of **SECTION III – LIMITS OF INSURANCE**

The Medical Expense Limit is \$10,000, unless:

- a. A higher Limit is shown in the Declarations; or
- b. Medical Payments Coverage is not provided under this policy.

VI. INCREASED SUPPLEMENTARY PAYMENTS

The following is changed in **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

A. Paragraph 1.b, is replaced by the following:

Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Paragraph 1.d., is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

VII. EXHAUST GAS FOR MOBILE EQUIPMENT

SECTION I – COVERAGES, Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Section 2, Exclusions, paragraph f., Pollution, sub-paragraph 1.d. does not apply to "bodily injury" or "property damage" arising out of the escape of exhaust gases resulting from the normal electrical, hydraulic or mechanical functioning of "mobile equipment" or its parts.

VIII. DAMAGE TO PREMISES RENTED TO YOU LIMIT

The following is added to paragraph 6 of **SECTION III – LIMITS OF INSURANCE:**

The Damage To Premises Rented To You Limit is \$300,000, unless:

- a. A higher Limit is shown in the Declarations; or
- b. Coverage for Damage To Premises Rented To You is excluded under this policy.

IX. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason other than nonpayment of premium, the minimum number of days required for notice of cancellation, as provided in either **A. CANCELLATION** of the **COMMON POLICY CONDITIONS** or as amended by any applicable state cancellation endorsement, is increased to 60 days. But if the state cancellation endorsement provides for more than 60 days notice of cancellation, this provision does not apply.

X. EARLIER NOTICE OF NONRENEWAL

If we decide not to renew this Coverage Part for any reason other than nonpayment of premium, the minimum number of days for notice of nonrenewal in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **9. When We Do Not Renew** condition, or as amended by any applicable state cancellation and nonrenewal endorsement, is increased to 60 days. But if the state cancellation and nonrenewal endorsement provides for more than 60 days notice of nonrenewal, this Condition does not apply.

XI. BROADENED KNOWLEDGE AND NOTICE OF OCCURRENCE

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**:

- e. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:
 - (1) Any insured listed under Paragraph 1. of Section II - Who Is an Insured; or
 - (2) An "employee" authorized by you to give or receive notice of an "occurrence", offense or claim.
- f. If because you reasonably believe that there is no coverage under this policy, you do not report an "occurrence" or offense which later results in a claim to which this insurance applies, you will not be considered to have failed to promptly report claims to us. However, as soon as you become aware that the "occurrence" or offense may involve this policy, you must notify us as required by this Condition.

XII. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **6., Representations**:

This policy covers liability based upon the representations you made to us. However, It is agreed that unintentional errors or unintentional omissions by the Insured in disclosing information for applications, declarations, schedules, or other documents shall not be raised as a defense with respect to the coverage provided by this policy as long as all reasonable efforts were used to disclose all hazards and to accurately disclose all pertinent information.

You must report to us any error or omission in the information you have given us as soon as practicable after the error is discovered. We have the right to collect any additional premium due based upon the corrected information.

XIII. EXPANDED BODILY INJURY

Paragraph 3.; definition for "Bodily Injury" of **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including disability, shock, mental anguish, mental injury or death resulting from any of these at any time.

XIV. MOBILE EQUIPMENT REDEFINED

Section V – Definitions, Paragraph 12.; "Mobile Equipment"; sub-paragraph f.(1); is replaced by the following:

(1) Equipment weighing more than 1000 pounds gross vehicle weight and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

XVI. AGGREGATE LIMITS OF INSURANCE (PER PROJECT AND PER LOCATION)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single project or single location:
- 1. A separate Project General Aggregate Limit applies to each of your projects away from premises owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. A separate Location General Aggregate Limit applies to each of your "locations" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 3. The Project General Aggregate Limit or the Location General Aggregate Limit, whichever is applicable, is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".
- 4. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the applicable Project General Aggregate Limit or Location General Aggregate Limit for that project or location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project General Aggregate Limit or Location General Aggregate Limit for any other project or location.
- 5. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Project General Aggregate Limit or Location General Aggregate Limit.
- 6. Notwithstanding the application of the Project General Aggregate Limit or Location General Aggregate, the most we will pay for the sum of all losses under Section A of this provision is three times the General Aggregate Limit shown on the declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single project or single "location":
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Project General Aggregate Limit or Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Project General Aggregate Limit or Location General Aggregate Limit.
- D. If a project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- F. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

XVII. AUTOMATIC ADDITIONAL INSUREDS

A. Additional Insured – Managers or Lessors of Premises

SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises, whom you are required by a written lease or agreement to name as an additional insured on your policy but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule of Locations and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule of Locations.

B. Additional Insured – By Contract or Agreement

1. **SECTION II – WHO IS AN INSURED**, is amended to include as an additional insured any person or organization, other than managers or lessors of premises, whom you are required to add as an additional insured to this policy by a written contract or written agreement that is:
 - a. in effect or becomes effective during the term of this policy; and
 - b. executed prior to the "occurrence" causing the "bodily injury," "property damage," or "personal and advertising injury" for which claim is made against the additional insured.
2. This insurance provided to the additional insured by this endorsement applies as follows:
 - a. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) premises you own, rent, lease, or occupy, or
 - (2) your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4., **Other Insurance**, is amended as follows:

The following is added to subparagraph b, **Excess Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

4. Exclusions:

With respect to the insurance afforded these additional insureds by this endorsement, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

- b. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

[Insert Company Name Here]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

It is hereby understood and agreed that:

This policy does not apply to and does not cover any actual or alleged injury, damage, payment, liability, loss, cost or expense of any kind directly or indirectly arising out of, resulting from or otherwise relating in whole or in part to asbestos, in any form or quantity, including without limitation, any:

- (a) cost or expense relating to investigation and/or defense of any loss, claim, suit or other proceeding:
- (b) cost or expense relating to request, demand or order that any insured or others test for, monitor, remediate, clean up, remove, contain treat, detoxify neutralize or in any way respond to or assess the presence of or the effects of asbestos; and/or
- (c) any fine, penalty or assessment.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(Insert Company Name Here)

INNKEEPERS PERSONAL LIABILITY ENDORSEMENT

This Endorsement Changes the Policy - Please Read it Carefully

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insureds
1.
2.
3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION I – COVERAGES

The following is added to Section I - Coverages:

COVERAGE - INNKEEPERS PERSONAL LIABILITY

1. Insuring Agreement.

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, or “personal injury” arising out of the insureds personal or non-“business” activities. We will have the right and duty to defend any “suits” seeking those damages. We may at our discretion investigate any “occurrence” and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A**, **B**, the **Innkeepers Personal Liability** coverage or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**, the provisions of which shall apply to supplementary payments made for claims under the **Innkeepers Personal Liability** Coverage.

- b.** This insurance applies:

(1) To "bodily injury" or "property damage," if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence", arising out of your personal or non-"business" activities
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **II - Who Is An Insured**, described in the **Innkeepers Personal Liability** Coverage, and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.
- (2) To "personal injury" caused by an offense arising out of your personal or non-"business" activities, but only if the offense was committed during the policy period.
- c. "Bodily injury" or "property damage", which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section **II - Who Is An Insured**, described in the **Innkeepers Personal Liability** Coverage, or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **II - Who Is An Insured**, described in the **Innkeepers Personal Liability** Coverage, or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

- a. The exclusions described in paragraph 2. Exclusions, of Coverage **A** – Bodily Injury and Property Damage Liability of the Commercial General Liability Coverage part, are applicable to "bodily injury" or "property damage" arising out of the **Innkeepers Personal Liability** coverage; except exclusions: **c. Liquor Liability**, and **g. Aircraft, auto or watercraft**, which are not applicable.
- b. The Exclusions described in paragraph 2. Exclusions, of Coverage **B** – Personal and Advertising Injury Liability of the Commercial General Liability Coverage part are applicable to "personal injury" arising out of the **Innkeepers Personal Liability** coverage.
- c. The insurance provided under the **Innkeepers Personal Liability** Coverage does not apply to:
 - (1) "Bodily injury", "property damage" or "personal injury" arising out of any Insured's "business" pursuits.
 - (2) "Bodily injury" or "property damage" arising out of the rental or holding for rental by an insured of any part of premises that are not residences.
 - (3) "Bodily injury" or "property damage" arising out of the rental or holding for rental of any residence owned by an insured. This exclusion does not apply to cases of occupancy or intended occupancy, as follows:
 - (a) By persons using the residence exclusively as living quarters on an occasional basis;
 - (b) Of a part of the residence as a living quarters by no more than 2 roomers or boarders; or
 - (c) Of a part of the residence as an office, school, studio, or private garage.
 - (4) "Bodily injury" or "property damage" arising out of the rendering of, or failure to render, professional services.
 - (5) "Bodily injury" or "property damage" arising out of any premises that is not an "insured location," but is owned, rented or controlled by an insured. This exclusion does not apply to "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured.
 - (6) "Bodily injury" or "property damage" for which an insured is obligated to pay his or her share of any loss assessment charged against all members of an association, corporation or community of property owners.
 - (7) "Bodily injury" to you, or any insured described in Section **II** – Who Is An Insured, of the **Innkeepers Personal Liability** Coverage.

- (8) “Bodily injury” or “property damage” arising out of:
- (a) The use of any animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity; or
 - (b) The use of any animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.
- (9) “Bodily injury” arising out of the transmission of a communicable disease by an insured.
- (10) “Bodily injury” arising out of sexual molestation, corporal punishment or physical or mental abuse.
- (11) “Bodily injury” or “property damage” arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- (12) “Bodily injury” or “property damage” for which any insured may be held liable by reason of the furnishing of alcoholic beverages to a person under the legal drinking age.
- (13) “Bodily injury” or “property damage” arising out of “watercraft liability”, if, at the time of an “occurrence”, the involved watercraft is being:
- (a) operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - (b) Rented to others;
 - (c) Used to carry persons or cargo for a charge; or
 - (d) Used for a “business” purpose.

If, (a), (b), (c), or (d), above, does not apply, there is still no coverage for “watercraft liability”, unless, at the time of “occurrence” the watercraft:

- (a) Is stored;
- (b) Is a sailing vessel, with or without auxiliary power that is:
 - (i) Less than 26 feet in overall length; or

- (ii) 26 feet or more in overall length and not owned by or rented to an “insured;” or
- (c) Is not a sailing vessel and is powered by:
 - (i) an inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - 1. 50 horsepower or less and not owned by an “insured;” or
 - 2. More than 50 horsepower and not owned by or rented to an “insured;” or
 - (ii) one or more outboard engines or motors with:
 - 1. 25 total horsepower or less;
 - 2. More than 25 horsepower if the outboard engine or motor is owned by an “insured” who acquired it during the policy period; or
 - 3. More than 25 horsepower if the outboard engine or motor is owned by an “insured” who acquired it before the policy period, but only if, you declare them at policy inception; or your intent to insure them is reported to us in writing within 45 days after you acquire them.

This exclusion does not apply to an “occurrence” of “bodily injury” or “property damage” that takes place on an “insured location.”

- (14) “Bodily Injury” or “property damage” arising out of “Aircraft Liability” or “Hovercraft liability.”
- (15) “Bodily Injury” or “property damage” arising out of “Motor Vehicle Liability” if, at the time and place of an “occurrence:”
 - (a) A law, or regulation issued by a government agency, requires the involved “motor vehicle” to have been registered for it to be used on public roads or property; or
 - (b) The involved “motor vehicle” is being:
 - (i) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (ii) Rented to others;
 - (iii) Used to carry persons or cargo for a charge; or

- (iv) Used for a “business” purpose except for a motorized golf cart while on a golfing activity.

If, (a), or (b), above, does not apply, there is still no coverage for “motor vehicle liability,” unless the “motor vehicle” is:

- (a) In dead storage on an “insured location;”
 - (b) Used solely to service an insured’s residence;
 - (c) Designed to assist the handicapped and, at the time of an “occurrence,” it is:
 - (i) Being used to assist a handicapped person; or
 - (ii) Parked on an “insured location;”
 - (d) Designed for recreational use off public roads and:
 - (i) Not owned by an insured; or
 - (ii) Owned by and insured provided the “occurrence” takes place on an “insured location” as defined in Section IV., Definition 3, paragraphs a, b., d., e., or h;
 - (e) A motorized golf cart that is owned by an insured, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an “occurrence,” is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an insured to:
 - 1. Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - 2. Travel to or from an area where “motor vehicles” or golf carts are parked or stored; or
 - 3. Cross public roads at designated points to access other parts of the golfing facility.
- (16) “Personal injury” arising out of advertising, publishing, broadcasting or telecasting done by or for you.
- (17) “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” arising out of Coverage A or B.

SECTION II – WHO IS AN INSURED

With respect to the **Innkeepers Personal Liability** coverage only, Section **II – Who is an Insured** from the Commercial General Liability Coverage part is replaced, in its entirety, as follows:

1. You are an insured and, if they are members of your household, your spouse, and your and your spouse's relatives are also insureds. The person(s) defined as you is limited to those individuals listed in the Insured Schedule above.
2. Any other person under the age of 21 who is a member of your household and is under your care or under the care of a person specified in 1. above, is also an insured.
3. Any person or organization legally responsible for animals or watercraft owned by you, your spouse or a person specified in 1. above, is also an insured. But such a person or organization is an insured only insofar as:
 - a. The insurance under this Coverage Form applies to an "occurrence" involving animals or watercraft;
 - b. That person's or organization's custody or use of the animals or watercraft does not involve a "business" purpose; and
 - c. That person or organization has the custody or use of the animals with the owner's permission.
4. Any person while engaged in the employment of you, your spouse or a person specified in 1. or 2. above, is also an insured but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles.
5. Any other person using a vehicle on the "insured location" with your consent is also an insured, but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles.

SECTION III – LIMITS OF INSURANCE

Paragraphs 2, 4, and 5, under Section **III - Limits of Insurance** of the Commercial General Liability Coverage part are replaced, as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;"
 - c. Damages under Coverage B.; and
 - d. Damages under the **Innkeepers Personal Liability** Coverage.

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** or **Innkeepers Personal Liability** coverage for the sum of all damages because of all "personal and advertising injury" and "personal injury" sustained by any one person or organization.
5. Subject to **2.** above, or **3.** in Section **III – Limits of Insurance** of Commercial General Liability Coverage Part, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**;
 - b. Medical expenses under Coverage **C**; and
 - c. Damages under the **Innkeepers Personal Liability** coveragebecause of all "bodily injury" and "property damage" arising out of any one "occurrence."

SECTION V – DEFINITIONS

With respect to the **Innkeepers Personal Liability** coverage only, Section **V – Definitions** of the Commercial General Liability Coverage part is revised, as follows:

Definition **9.** for "insured contract" is replaced by the following:

9. "Insured contract" means a contract directly related to the ownership, maintenance or use of an "insured location."

The following definitions are added to Section **V – Definitions**:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", and "Watercraft Liability", subject to the provisions in **b.**, below, mean the following:
 - a. Liability for "bodily injury" or "property damage" arising out of the:
 - (1) Ownership of such vehicle or craft by an insured;
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by any insured to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an insured; and
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - b. For the purposes of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft, and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor Vehicle means a “motor vehicle” as defined in 4. below.

2. “Business” means

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b.** Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no insured receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an insured.

3. “Insured location” means:

- a.** The “residence premises”;
- b.** The part of other premises, other structures and grounds used by you as a residence; and:
 - (1) Is shown in the Declarations; or
 - (2) Is acquired by you during the policy period for your use as a residence;
- c.** Any premises used by you in connection with a premises in **a.** or **b.** above;
- d.** Any part of a premises:
 - (1) Not owned by an insured; and
 - (2) Where an insured is temporarily residing;

- e.** Vacant land, other than farm land, owned by or rented to an insured;
 - f.** Land owned by or rented to an insured on which a one, two, three or four family dwelling is being built as a residence for an insured;
 - g.** Individual or family cemetery plots or burial vaults of an insured; or
 - h.** Any part of a premises occasionally rented to an insured for other than “business” use.
- 4.** “Motor vehicle” means:
 - a.** A self-propelled land or amphibious vehicle; or
 - b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 5.** “Residence Premises” means:
 - a.** The one family dwelling where you reside;
 - b.** The two, three or four family dwelling where you reside in at least one of the family units;
 - c.** That part of any other building where you reside;
 - d.** Other structures and grounds at that location.
- 6.** “Personal Injury” means injury other than “bodily injury” arising out of one or more of the following offenses:
 - a.** False arrest, detention, or imprisonment, or malicious prosecution;
 - b.** Libel, slander or defamation of character; or
 - c.** Invasion of privacy, wrongful eviction or wrongful entry.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

[INSERT COMPANY NAME HERE]

**LIQUOR LIABILITY EXCLUSION – EXCEPTION
FOR SERVICE TO GUESTS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage under the

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Exclusion **c. Liquor liability** of **Section I - Coverage A – Bodily Injury and Property Damage Liability**, paragraph **2.**, **Exclusions** is replaced with the following:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the furnishing or serving of alcoholic beverages to guests of your bed and breakfast or inn, when no separate charge is made for the alcoholic beverage.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

<i>SERFF Tracking Number:</i>	<i>ERCB-125778242</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Westport Insurance Corporation, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>9-GL-AR-08-03878-1-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability Form Filing - 08-03878</i>		
<i>Project Name/Number:</i>	<i>General LiabilityForm Filing - 08-03878/9-GL-AR-08-03878-1-F</i>		

Rate Information

Rate data does NOT apply to filing.